The Industrial Erectors, Inc. *and* **International Brotherhood of General Workers.** Cases 13-CA-19931 and 13-CA-20002

May 14, 1982

DECISION AND ORDER

BY CHAIRMAN VAN DE WATER AND MEMBERS FANNING AND ZIMMERMAN

On October 23, 1981, Administrative Law Judge James J. O'Meara, Jr., issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel filed a brief in response to Respondent's exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, The Industrial Erectors, Inc., Chicago, Illinois, its officers, agents, successors, and assigns, shall take the action set forth in said recommended Order.

[1] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

Although we agree with the Administrative Law Judge's finding that Respondent violated Sec. 8(a)(3) and (1) when it laid off eight employees, we do not rely on his statement that Joseph Medina was immune from being laid off because he was Respondent's only truckdriver. Neither do we rely on the Administrative Law Judge's determination that the mixed motive test set forth in *Wright Line, a Division of Wright Line, Inc.*, 251 NLRB 1083 (1980), does not apply to the instant case. Despite the Administrative Law Judge's failure to explicitly rely on *Wright Line*, we adopt his finding that the layoffs were in violation of Sec. 8(a)(3) and (1) because his analysis satisfied the analytical objectives required by *Wright Line*. See *Limestone Apparel Corp.*, 255 NLRB 722 (1981).

DECISION

STATEMENT OF THE CASE

JAMES J. O'MEARA, JR., Administrative Law Judge: The charges underlying the amended consolidated complaint were filed on May 16 and June 9, 1980, respectively, by the International Brotherhood of General Workers (hereinafter called the Union).[1]

The case was heard in Chicago, Illinois, on March 30 and 31 and on April 22, 1981. The parties waived oral argument at the close of the hearing and filed briefs which have been received and considered.

FINDINGS AND CONCLUSIONS

I. JURISDICTION

The Respondent, Industrial Erectors, Inc., is an Illinois corporation engaged in the fabrication and installation of material handling equipment such as overhead cranes. During the calendar year of 1979, the Respondent, in the course and conduct of its business, purchased and received materials valued in excess of $50,000 at its facility in Illinois which products and materials originated at points located outside the State of Illinois.

The Respondent admits in its pleadings, and I find, that it is, and at all times material herein was, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

I further find that it will effectuate the policies of the Act to assert jurisdiction in these cases.

II. THE LABOR ORGANIZATION

The Respondent admits in its pleadings by amendment at the hearing, and I find, that the Union is, and at all times material herein has been, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Respondent's Business*

The Respondent operation can be categorized into three functions. It provides personnel and equipment to install, repair, and maintain material handling apparatus and machinery; it acts as a manufacturer's sales representative for 14 independent manufacturers of similar or identical equipment; and, thirdly, it manufactures cranes (primarily jib cranes) at its plant in Chicago, Illinois. Approximately 80 percent of its manufacturing volume comprises the manufacture and fabricating of jib cranes. The eight employees named in the complaint and the two underlying charges were engaged primarily in the jib crane manufacturing function of Respondent.

B. *The Union Organizational Effort*

On May 18, 1980, the Union filed a petition seeking representation of the Respondent's shop employees.[2] A copy of the petition was received by the Respondent on May 12.[3]

[1] The General Counsel was granted leave to amend the consolidated complaint at the hearing to allege that on May 9, 1980, the Respondent interrogated an employee concerning his union activities. The Respondent denied the allegation comprising the amendment.

[2] All dates are 1980 unless otherwise stated.

[3] As a result of the petition, a representation election was conducted on August 6, resulting in eight votes against the Union, two votes in favor of the Union, and three challenged ballots. No objection to the election or results thereof was filed.

On May 7, Joseph Medina, an employee of the Respondent, signed an authorization card for the Union. The following day Medina had a conversation with Roger Petroff, the Respondent's personnel manager. Petroff asked him if he had signed a union card. Medina denied signing a card and Petroff asked Medina to make a written signed statement that he had not signed a card and that he had nothing to do with the Union. Medina wrote the statement and signed it. The next day Medina went to Petroff's office and told him that he had been approached by a union representative and was asked to "sign up" with the rest of the workers for the Union. Petroff asked Medina to talk to Cole, the Respondent's president. Later that day, Friday, May 9, Medina was called into Cole's office. Cole asked Medina if he had signed a union card. When Medina acknowledged having signed the card, Cole replied, "How could you do this to me after all we have done for you?" Medina told Cole that they would like benefits such as hospitalization and a retirement plan. Cole replied, "Over my dead body."

On May 8, employee Norman Karolak was solicited by another employee, Ricardo Bonafe, to sign a union card. Karolak signed the card. The next day Petroff asked Karolak if he had been approached by the Union or if he had heard any talk about the Union in the shop. Karolak said that he had not. Petroff asked him to state in writing that he had not, upon which Karolak wrote such statement, dated, and signed it.

Employee Cleotha Ryan also signed a union authorization card which was dated May 13.[4] Another employee, Lester Randale, signed a union card on May 7.

C. *The Shop Crew Meetings*

On May 9, Ron Roberts, the Respondent's plant manager called an informal meeting of shop employees. He stated at that time that "things were slow," but that the shop crew worked well together as a team and that there would be no layoffs. He stated that the employees may be asked to do work other than that which was previously assigned to them, such as maintenance and clean up, but that there would be no layoffs because of the production slowdown.

In the following week, Monday, May 12, a shop meeting was called at which Leonard Birch, the Respondent's vice president of operations, Petroff, Roberts, and shop employees attended. Petroff told the meeting that they had been notified of the Union interest and that "everything was frozen" including raises.

D. *The Layoffs of May 14*

On May 14, Joel Cazares, Norman Karolak, Lester Randle, Eddie Rice, and Cleotha Ryan were laid off.

On an undetermined day prior to May 14, an employee, James Dirl, overheard Ron Roberts in a conversation with an unidentified person. At this time Roberts said, "I can't beleive they did that when they had already told me that we were not going to lay anyone off."[5] When Ryan was called into the office by Roberts to be laid off, Ryan told Roberts that he had nothing to do with the union movement. Roberts reply was, "The crew made the bed so they have to lay in it."

E. *The OSHA Incident*

In May and June 1980, an employee, James Stichnoth, was working in a machine shop on the Respondent's premises. The room housed such items as a lathe and a drill press. It had a cement floor and no windows. Stichnoth considered the room a hazard since it had no ventilation and contacted the Occupational Safety and Health Administration. On June 6, an OSHA inspector visited the Respondent's plant. In her tour of the plant, Petroff accompanied her. Stichnoth, fearful that the inspector would not inspect the area about which he had complained, told Roberts that that he would like his area inspected and that he had previously called OSHA. Later that day Stichnoth was laid off.

In addition to Stichnoth, Arnold Vander and Ricardo Bonafe were laid off on June 6.

Of the five employees laid off on May 14, four were recalled. Cazares was recalled on August 29, Karolak on May 18, Rice on July 7, and Ryan on July 23. Of the three laid off on June 6, Bonafe was recalled on July 8, Vander on June 16, and Stichnoth on June 23.

Sometime prior to May 14, the Respondent's management prepared a list of the 14 shop employees in an alleged effort to determine the sequence of potential layoffs. Roberts prepared a list on which was noted the union status of 13 shop employees. It carried a note after their names that four were union, three nonunion, and six were assigned the status of "?" None of the three after whose names the term "non-union" was noted were among those laid off. The four employees after whose name the notation "union" appeared were laid off.[6]

F. *Respondent's Overt Antiunion Campaign*

On May 10, Respondent's President Cole, conferred by telephone with a firm which he engaged to "assist . . . in defeating the Union . . . ." A representative of that firm worked with the Respondent from Monday, May 12, to "later in that week" when the engagement was terminated for reasons not reflected in this record.

On or about May 12, the Respondent posted a notice directed to all shop employees announcing that:

> This company cannot improve working conditions, give unscheduled raises, or grant new or additional benefits now that the company has received notification (as of 5-12-80) of the intention of the International Brotherhood of General Workers to

[4] The dating of this card as May 13 is apparently an error since this employee signed the card on or about the same time that the cards were signed by the other employees, to wit, May 7 or 8.

[5] Dirl was in the washroom at the time he overheard Roberts' statement. He recognized Roberts voice but did not hear anything said by to whomever he was speaking. He was unable to see Roberts from his position in the washroom.

[6] Respondent denies the use of such notation in consideration of whom to layoff, however, the author of the notation, Roberts, provided "input into the decision" of whom to lay off. I conclude that the union status of the employees was a factor considered in the selection of those to be laid off.

unionize the employees of The Industrial Erectors, Inc.

The notice was posted for only a "short time" and then removed when the Respondent learned that its posting was potentially unlawful.[7] No effort to disavow the notice was made by the Respondent and, as above set forth Petroff and Roberts told the employees that wages were frozen since the Union had contacted the Company.

IV. DISCUSSION AND CONCLUSIONS

The foregoing findings of fact are based upon the uncontroverted evidence in this record. The Respondent has not controverted the testimony of the General Counsel's witnesses. Personnel Manager Petroff, to whom the interrogation of employees as to their union activities is attributed, testified for Respondent and did not refute the testimony of Medina or Karolak nor did Petroff refute the dialogue attributed to him at the meetings of shop employees with management held on May 9 and 12. The Respondent did not call Roberts, its plant manager at the time, nor did it explain his absence, notwithstanding Roberts' significant involvement in several of the material episodes related by the General Counsel's witnesses. The only attempt to gainsay the General Counsel's evidence was in regard to the list prepared by Roberts' identifying known prounion employees. This list, it is alleged, was not seen by management who determined who should be laid off until after the decision was made. It suffices to say that Roberts, plant manager and the author of the subject list, contributed input to the management team which chose those to be laid off and no "non-union" designatee was laid off while the four "union" designatees were laid off. I conclude that the Respondent considered the union status of its shop employees in determining the subjects of its layoffs.

The circumstances leading to the May 14 layoffs compel the conclusion that the Respondent opposed the organization of its shop employees by the Union. A firm of "experts" was engaged for the undenied purpose of "defeating the Union." Such a purpose, in itself, is the right of the Respondent; however, such purpose must be carried forth in such a manner as not to violate an employees' Section 7 rights.

A. *The Unlawful Interrogation*

The evidence conclusively establishes that the Respondent, through its Personnel Manager Petroff, interrogated Medina and Karolak about their union activities and sympathies without expressing any legitimate reason therefore and without adequate assurances against reprisal. Such conduct is a clear violation of Section 8(a)(1) of the Act. *Hennepin Broadcasting Associates, Inc.*, 215 NLRB 326, 332 (1974). The Respondent does not offer a legitimate reason for the questioning of its employees concerning their union sympathies. Although an employer is permitted to poll its employees in an effort to verify a union's claim of majority support, this privilege must be balanced against the inherent tendency of its questioning to create fear of reprisal in the mind of the employee if he replies in favor of unionism. Clearly the mode of interrogation employed prompted each of the employees to deny union sympathy. Such interrogation is a violation of Section 8(a)(1).

B. *Threats To Withhold Wage Increases and Benefits*

The notice regarding the freezing of scheduled raises and new or additional benefits and the oral statement by Petroff and Roberts that raises are frozen which were attributed to the filing of the union petition violates Section 8(a)(1) of the Act. It is the obligation of the Respondent in determining whether to grant benefits while a representation proceeding is pending to act as if there were no union involved. The policy of the Respondent regarding wage increases appears to have been to consider a "merit review" after 90 days from the date of employment and each 6 months thereafter. It is difficult to conclude that a "merit review" wage increase is a scheduled wage increase. It is, therefore, doubtful that the limitation of the notice regarding the freezing of wages to unscheduled raises had any significance whatsoever. In fact, the oral dissemination of the wage freeze did not exclude scheduled raises or other benefits. Notwithstanding the foregoing, which is probably a greater detailed analysis of the language of the notice than is here required, the notice and oral notification to the shop employees clearly stated, or by innuendo suggested, that the cause of the freeze was the Union's petition. The Respondent's communications to the shop employees clearly conveyed the message that union activity would harm their prospects for improved wages and benefits and, therefore, had the result of interfering with the employees' rights under Section 7 of the Act and violates Section 8(a)(1). *Signal Knitting Mills, Inc.*, 237 NLRB 360, 361 (1978); *Planters Peanuts, a Division of Standard Brands, Inc.*, 230 NLRB 1205 (1977).

The Respondent's contention that the notice which it published was the result of poor advice of the "expert" it engaged to assist the Respondent in opposing the union campaign is not a valid defense. *Jerstedt Lumber Company, Inc.*, 209 NLRB 662 (1974). The Respondent also contends that the subsequent granting of merit review pay raises to some employees should excuse the improper written and oral communication. This, in fact, contributes to the dereliction since the granting or refusing of a merit review raise would enable the Respondent to punish or reward or seek the favor of that employee to whom such a raise was granted. The coercive impact of such conduct is apparent and the use of such a tool, after having laid the groundwork by its communication of wage and benefit freeze, violates Section 8(a)(3).

C. *The Layoffs*

The layoffs of 5 employees on May 14 and 3 employees on June 6, representing a total of 8 of the 14 shop employees, was motivated by the Respondent's effort to discourage union activity and defeat the anticipated union election. The Respondent's personnel manager was aware of union activity as early as May 7, when he inter-

[7] The record does not disclose the source of the Respondent's information that prompted the removal of the notice.

rogated an employee in this regard. The Respondent undertook to oppose the Union's campaign by engaging a firm to assist it. Official notice of the union petition was received on May 12. On May 14, the first five of the eight layoffs occurred. The proximity of the layoffs to the union activity is probative of the charge that the layoffs were the result of union activity. Even more significant is the fact that no known nonunion employee was laid off and all known union employees were among those laid off.[8] It is also significant that Stichnoth was laid off on the very day the Company became aware that he had complained to OSHA regarding working conditions. The precipitous nature of his discharge makes it difficult to reconcile it with the excuse proffered by the Respondent. The layoffs, occurring shortly after the time employees were assured there would be no layoffs, compels the conclusion that the official notice of the Union's petition prompted a reversal of management's position regarding layoffs. Plant Manager Roberts' comment that "The crew made the bed they have to lay in it" was a clear reflection of Respondent's motive in laying off its employees.

Accordingly, I find that the eight employees laid off on May 14 and June 6, respectively, were the victims of the Company's union animus and a violation of Section 8(a)(3) of the Act.

D. *The Company's Proffered Motive for the Layoffs*

The Respondent contends that the eight employees were laid off because of a drop in anticipated orders for the period. The evidence discloses that the orders received during the month of April and early May had decreased significantly from those in March. March orders were the highest in volume for the 11-month period commencing October 1979 through August 1980. However, the records disclosed that in November 1979 order volume was substantially lower than that of April and May, yet no layoff of over 57 percent of the shop employees occurred. It is also deemed significant that several of these employees were recalled shortly after their layoff and three within 30 days. The precipitous timing of the layoffs and the rehiring of several of these employees shortly thereafter suggest that they were not economically required or inspired and not in accordance with past practice of the Respondent. The injection of the Union's organizing campaign on May 12 is a factor not present in the earlier cyclical economic decline of November 1979. It is concluded, therefore, that the reasons for the layoff of the eight employees was, in fact, their pursuit of their rights under Section 7 and particularly their suspected or known support of the Union and its organizational campaign. I hereby find that the layoffs would not have occurred in May and June in the absence of the employees of the Respondent having engaged in union and protected concerted activities.

In summary I find that the Respondent, by laying off eight employees, discriminated against such employees in regard to their tenure of employment to discourage membership in the Union and, thereby, violated Section 8(a)(3) of the Act.[9]

[8] Joseph Medina was not laid off even though he was known to be a union sympathizer who had signed a union card. He was also the only truckdriver employed by the Company and would have to be replaced if laid off. This apparently made him immune from a layoff.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce and the Union is a labor organization within the meaning of the Act.

2. The Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act by:

(a) Interrogating employees about their union sympathies and activities.

(b) Threatening to withhold wage increases, improvements in working conditions, and other benefits because the Union had filed a petition to organize the Respondent's employees.

3. The Respondent engaged in unfair labor practices within the meaning of Section 8(a)(3) of the Act by laying off five employees on May 14, 1980, and three employees on June 6, 1980, because of their having engaged in union and protected concerted activities guaranteed by the provisions of Section 7 of the Act.

4. The aforecited practices are unfair labor practices affecting commerce within the meaning of the Act.

THE REMEDY

Having found that the Respondent engaged in certain unfair labor practices, it shall be ordered that it cease and desist therefrom or from engaging in any similar or related conduct and that it take certain affirmative action to effectuate the policies of the Act.

Upon the foregoing findings of fact, conclusions of law, and the entire record in this case, and pursuant to Section 10(c) of the Act, I hereby recommend the following:

ORDER[10]

The Respondent, The Industrial Erectors, Inc., Chicago, Illinois, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interrogating employees regarding their union sympathies or activities.

(b) Threatening to withhold wage increases, improved working conditions, and/or other benefits because of its employees activities in, with, or on behalf of any union.

(c) Laying off employees because of their engagement in activity protected by the provisions of Section 7 of the Act.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed by the Act.

[9] Having concluded that the reason for the layoffs were not economic reasons as advanced by the Respondent, the test applied in "mixed motive" cases as set forth in *Wright Line, a Division of Wright Line, Inc.*, 251 NLRB 1083 (1980), is not applied.

[10] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Offer immediate and full reinstatement to Lester Randle to his former position of employment or, if such position no longer exists, to a substantially equivalent position, without prejudice to seniority or other rights and privileges he may have enjoyed, and make him whole in accordance with the formula prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), plus interest as set forth in *Florida Steel Corporation*, 231 NLRB 651 (1977), and *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962), for any loss of pay and other benefits lost by reason of his discriminatory layoff.

(b) Make whole Joel Cazares for wages and/or other benefits, if any, which he may have lost between May 14, 1980, and the date of his recall August 29, 1980, plus interest as set forth in *Florida Steel Corporation, supra*, and *Isis Plumbing, supra*, for such loss of pay and other benefits lost by reason of his discriminatory layoff.

(c) Make whole Norman Karolak for wages and/or other benefits, if any, which he may have lost between May 14, 1980, and the date of his recall May 18, 1980, plus interest as set forth in *Florida Steel Corporation, supra*, and *Isis Plumbing, supra*, for such loss of pay and other benefits lost by reason of his discriminatory layoff.

(d) Make whole Eddie Rice for wages and/or benefits, if any, which he may have lost between May 14, 1980, and the date of his recall July 7, 1980, plus interest as set forth in *Florida Steel Corporation, supra*, and *Isis Plumbing, supra*, for such loss of pay and benefits lost by reason of his discriminatory layoff.

(e) Make whole Cleotha Ryan for wages and/or benefits, if any, which he may have lost between May 14, 1980, and the date of his recall July 23, 1980, plus interest as set forth in *Florida Steel Corporation, supra*, and *Isis Plumbing, supra*, for such loss of pay and other benefits lost by reason of his discriminatory layoff.

(f) Make whole Richard Bonafe for wages and/or other benefits, if any, which he may have lost between June 6, 1980, and the date of his recall July 8, 1980, plus interest as set forth in *Florida Steel Corporation, supra*, and *Isis Plumbing, supra*, for such loss of pay and other benefits lost by reason of his discriminatory layoff.

(g) Make whole James Stichnoth for wages and/or other benefits, if any, which he may have lost between June 6, 1980, and the date of his recall June 23, 1980, plus interest as set forth in *Florida Steel Corporation, supra*, and *Isis Plumbing, supra*, for such loss of pay and other benefits lost by reason of his discriminatory layoff.

(h) Make whole Arnold Vander for wages and/or other benefits, if any, which he may have lost between June 6, 1980, and the date of his recall June 16, 1980, plus interest as set forth in *Florida Steel Corporation, supra*, and *Isis Plumbing, supra*, for such loss of pay and other benefits lost by reason of his discriminatory layoff.

(i) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, time cards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(j) Post at its place of business copies of the attached notice marked "Appendix."[11] Copies of said notice, of forms provided by the Regional Director for Region 13, after being duly signed by the Respondent's representative shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that said notice is not altered, defaced, or covered by any other material.

(k) Notify the Regional Director for Region 13, in writing, within 20 days of the date of this Order, what steps the Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint, insofar as it alleges the violations of the Act not herein found be, and the same is, hereby dismissed.

[11] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

The Act gives employees the following rights:

To engage in self-organization
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To engage in activities together for the purpose of collective bargaining or other mutual aid or protection
To refrain from the exercise of any or all such activities.

WE WILL NOT interrogate employees regarding their union sympathies or activities.

WE WILL NOT threaten to withhold wage increases, improved working conditions, and/or other benefits because of its employees activities in, with, or on behalf of any union.

WE WILL NOT lay off employees because of their engagement in union activity or in the exercise of the right set forth at the top of this notice.

WE WILL NOT in any like or related manner interfere with, restrain, and/or coerce you in the free choice of any of the rights set forth at the top of this notice.

WE WILL offer immediate and full reinstatement to Lester Randle to his former position of employment or, if such position no longer exists, to a substantially equivalent position, without prejudice to seniority or other rights and privileges he may have enjoyed, and make him whole for any loss of pay and other benefits lost by reason of his layoff, plus interest.

WE WILL make whole Joel Cazares for wages and/or benefits, if any, which he may have lost between May 14, 1980, and the date of his recall August 29, 1980, plus interest for such loss of pay and other benefits lost by reason of his layoff.

WE WILL make whole Norman Karolak for wages and/or other benefits, if any, which he may have lost between May 14, 1980, and the date of his recall May 18, 1980, plus interest for such loss of pay and other benefits lost by reason of his layoff.

WE WILL make whole Eddie Rice for wages and/or other benefits, if any, which he may have lost between May 14, 1980, and the date of his recall July 7, 1980, plus interest for such loss of pay and other benefits lost by reason of his layoff.

WE WILL make whole Cleotha Ryan for wages and/or benefits, if any, which he may have lost between May 14, 1980, and the date of his recall July 23, 1980, plus interest for such loss of pay and other benefits lost by reason of his layoff.

WE WILL make whole Richard Bonafe for wages and/or other benefits, if any, which he may have lost between June 6, 1980, and the date of his recall July 8, 1980, plus interest for such loss of pay and other benefits lost by reason of his layoff.

WE WILL make whole James Stichnoth for wages and/or other benefits, if any, which he may have lost between June 6, 1980, and the date of his recall June 23, 1980, plus interest for such loss of pay and other benefits lost by reason of his layoff.

WE WILL make whole Arnold Vander for wages and/or other benefits, if any, which he may have lost between June 6, 1980, and the date of his recall June 16, 1980, plus interest for such loss of pay and other benefits lost by reason of his layoff.

THE INDUSTRIAL ERECTORS, INC.